

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 9

IN THE MATTER OF:)
Denova Environmental)
Superfund Site)
and the Rialto Colton Plume)

Docket Number:
09-2004-0010

UNDER THE AUTHORITY OF THE)
COMPREHENSIVE ENVIRONMENTAL)
RESPONSE, COMPENSATION, AND)
LIABILITY ACT OF 1980, 42 U.S.C.)
§ 9601, et seq., as amended.)

AGREEMENT AND COVENANT
NOT TO SUE:
Target Corporation

I. INTRODUCTION

This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States on behalf of the Environmental Protection Agency ("EPA") and Target Corporation (collectively the "Parties").

This Agreement is entered into pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq. and the authority of the Attorney General of the United States to compromise and settle claims of the United States.

This Agreement is entered into in connection with the Denova Environmental Superfund Site ("Site") and the Target Property (collectively, the Site and the Target Property shall be referred to as the "Distribution Center Property"). The Site consists of three parcels totaling 20 acres located at 2610 North Alder Ave, Rialto, San Bernardino County, California. The Site is further described in Exhibit 1. The Target Property consists of approximately 230 acres in Rialto, San Bernardino County, California, and surrounds the Site on three sides. The Target Property is

further described in Exhibit 2.

The Site has been subject to CERCLA emergency and time critical response actions.

The Site was historically utilized as a hazardous waste and explosives storage facility.

The Settling Respondent is a publicly traded corporation whose headquarters is located at 1000 Nicollet Mall, Minneapolis, Minnesota. The Settling Respondent proposes to use the Distribution Center Property as a distribution center. Settling Respondent expects the development to create an estimated 1,000 temporary jobs for the 18 month construction period and the distribution center to create approximately 1,300 permanent jobs with an estimated \$40 million annual payroll. Settling Respondent expects the development to have the further capacity to support up to an additional 85 Target retail stores within the region. The Settling Respondent's experience is that this development project has the potential to create approximately 14,250 future permanent jobs from future development in the region and to produce approximately \$2.9 billion in taxable sales revenue per year within the next ten years.

As set forth below, the Settling Respondent will provide funds to be used by EPA, in accordance with CERCLA, as part of the Rialto Colton Plume investigation. The Settling Respondent will provide access in order that EPA may perform assessment work including, but not limited to, the installation of one or more groundwater monitoring wells on the Distribution Center Property.

The Parties will undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VII, VIII, IX, and X, the potential liability of the Settling Respondent for the Existing Contamination at the Distribution Center Property which might otherwise result from Settling Respondent becoming the owner of the Distribution Center Property

and to settle and resolve EPA's potential lien on the Distribution Center Property under CERCLA Section 107(r), 42 U.S.C. § 9607(r).

The Parties agree that the Settling Respondent's entry into this Agreement, and the actions undertaken by the Settling Respondent in accordance with the Agreement, do not constitute an admission of any liability by the Settling Respondent.

The resolution of these potential liabilities, in exchange for provision by the Settling Respondent to EPA of a substantial benefit, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

1. "Distribution Center Property" shall mean the combined 250 acres of the Target Property and the Site, as defined below.

2. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

3. "Existing contamination" shall mean:

(a) any hazardous substances, pollutants or contaminants present or existing on or under the Distribution Center Property as of the effective date of this Agreement;

(b) any hazardous substances, pollutants or contaminants that migrated from the Distribution Center Property prior to the effective date of this Agreement; and

(c) any hazardous substances, pollutants or contaminants presently at the Distribution Center Property that migrate under or from the Distribution Center Property after the effective date of this Agreement.

4. "Parties" shall mean the United States on behalf of EPA and the Settling Respondent.
5. "Target Property" shall mean that real property, encompassing approximately 230 acres surrounding the Site on three sides, which is described in Exhibit 2 of this Agreement.
6. "Settling Respondent" shall mean Target Corporation.
7. "Site" or "Denova Site" shall mean the Superfund Site encompassing approximately 20 acres, located at 2610 North Alder Ave, in the City of Rialto, San Bernardino County, California, described in Exhibit 1, and depicted generally on the map attached as Exhibit 3. The Site shall include all areas to which hazardous substances and/or pollutants or contaminants from the Site have come to be located.
8. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

III. STATEMENT OF FACTS

9. The Site is a former hazardous waste and explosives storage facility. It operated from the mid 1980's until May 2002.

(a) On May 24, 2002, EPA initiated an emergency removal action at the Site to address releases and threats of releases of hazardous substances at the Site. As of September 30, 2003, EPA has incurred at least \$ 3,059,900.00 in costs to address these releases.

(b) A groundwater plume, known as the Rialto Colton Plume, contaminated with hazardous substances, pollutants or contaminants including, but not limited to, perchlorate, exists downgradient from the Distribution Center Property. This contaminated groundwater plume has not been fully characterized or delineated as of the date of this Agreement. Assessment and response work to address the groundwater plume may result in an increase in the market value of property overlying the plume that could result in a windfall that is potentially subject to a lien

under CERCLA Section 107(r).

(c) The Settling Respondent has entered into an agreement to purchase the Target Property from the current owner.

(d) The Settling Respondent has entered into an agreement to purchase the Site from the current owners, potentially liable parties under CERCLA Section 107(a), 42 U.S.C. § 9607(a).

(e) Pursuant to an Administrative Agreement for Past Response Costs with the current owners, EPA will receive \$640,000 of the proceeds from the sale of the Site to Settling Respondent to resolve the current owners' potential liability for past response costs at the Site as authorized under CERCLA Section 122(h), 42 U.S.C. § 9622(h).

10. The Settling Respondent represents, and for the purposes of this Agreement EPA relies on those representations, that Settling Respondent's involvement with the Distribution Center Property has been limited to the following:

(a) At the Target Property, the Settling Respondent has conducted assessment work which included a Phase I and II Environmental Site Assessment. Trace amounts of hazardous materials, specifically High Melting Explosives ("HMX" or octogen), Royal Demolition Explosives ("RDX" or cyclonite), and 2,4,6, trinitrotoluene, were identified at the Target Property and were removed from the Target Property for off site disposal by Settling Respondent on September 18, 2003. Further, Settling Respondent has performed an Environmental Impact Report ("EIR") as required by the California Environmental Quality Act, Public Resources Code Section 21000, et seq., ("CEQA"). The final EIR is available for review at the following state clearinghouse:

California State Clearinghouse No. 2003-01-1068
RE: "North Rialto Distribution Warehouse Project"
Governor's Office of Planning and Research
P.O. Box 3044
Sacramento, California 95813-3044

(b) At the Denova Site, the Settling Respondent is cooperating with the State of California Department of Toxic Substances ("DTSC") in their efforts to reach facility closure under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, ("RCRA") 42 U.S.C. § 6901, et seq. Although current owners are subject to a RCRA Site Closure Order issued by DTSC, it is the Settling Respondent who is financing all on-site RCRA Closure work. The costs incurred to perform the work will be reimbursed to Settling Respondent on the day of closing the sale of the Site.

IV. PAYMENT

11. In consideration of and in exchange for the United States' Covenant Not to Sue in Section VIII herein and Release and Waiver of Section 107(r) Lien in Section XX herein, Settling Respondent agrees to pay to EPA the sum of \$100,000, within 30 days after receipt of notice that EPA has fully executed the Agreement after review of and response to any public comments received. The Settling Respondent shall make all payments required by this Agreement in the form of a certified check or checks made payable to "Rialto Colton Plume Special Account," referencing EPA Region 9, EPA Docket number 09-2004-0010, the Site/Spill ID # 09JW, and the name and address of Settling Respondent. Payment shall be sent to the following address:

EPA Cincinnati Accounting Operations
Superfund Accounting
RE: Rialto Colton Plume Special Account
P.O. BOX 371099M
Pittsburgh, PA 15251

Notice of payment shall also be sent to those persons listed in Section XV (Notices and Submissions).

12. Amounts due and owing pursuant to the terms of this Agreement but not paid in accordance with the terms of this Agreement shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded on an annual basis. The cash amount paid by Settling Respondent pursuant to this Agreement shall be deposited into the Rialto Colton Plume Site Special Account and shall be retained and used to conduct or finance response actions at or in connection with the Denova Environmental Site or the Rialto Colton Plume Site, or transferred by EPA to the EPA Hazardous Substance Superfund.

V. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

13. Commencing upon the date that it acquires title to the Target Property or the Site, Settling Respondent agrees to provide to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight, an irrevocable right of access at all reasonable times to the Distribution Center Property, for the purposes of performing and overseeing response actions at the Distribution Center Property under federal law.

Specifically, Settling Respondent shall provide EPA access to install and monitor one or more groundwater monitoring wells at the Distribution Center Property as deemed necessary by EPA as part of the Rialto Colton Plume investigation. EPA agrees to provide reasonable notice to the Settling Respondent of the timing of response actions to be undertaken at the Distribution Center Property, and the location of any borings, wells, and trenches shall be selected so as to minimize to the extent practicable, interference with Target's use and occupancy of the Distribution Center Property. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulation, including any amendments thereto.

14. The Settling Respondent shall ensure that assignees, successors in interest, lessees, and sublessees of the Distribution Center Property shall provide the same access and cooperation. The Settling Respondent shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Distribution Center Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Distribution Center Property or an interest in the Distribution Center Property are consistent with this Section, and Section XI (Parties Bound/Transfer of Covenant), of the Agreement.

VI. DUE CARE/COOPERATION

15. The Settling Respondent shall exercise due care at the Distribution Center Property with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. The Settling Respondent recognizes that the implementation of response actions at the Distribution Center Property may interfere with the Settling Respondent's use of the Distribution Center Property. The Settling Respondent agrees to cooperate fully with EPA in the implementation of response actions at the Distribution Center Property and further agrees not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondent's operations by such entry and response. In the event the Settling Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Distribution Center Property that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any

other law, immediately notify EPA of such release or threatened release.

VII. CERTIFICATION

16. By entering into this Agreement, the Settling Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Settling Respondent and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Distribution Center Property and to its qualification for this Agreement. The Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Distribution Center Property. If the United States determines that information provided by Settling Respondent is not materially accurate and complete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

VIII. UNITED STATES' COVENANT NOT TO SUE

17. Subject to the Reservation of Rights in Section IX of this Agreement, and upon payment of the amount specified in Section IV (Payment) of this Agreement, the United States covenants not to sue or take any other civil or administrative action against Settling Respondent for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a) with respect to the Existing Contamination at the Distribution Center Property.

IX. RESERVATION OF RIGHTS

18. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII (United States' Covenant Not to Sue). The release and waiver of Section 107(r) lien set forth in Section XX does not pertain to any matters other than those expressly specified in Section XX. The United States reserves and the Agreement is without prejudice to all rights against Settling Respondent with respect to all other matters, including but not limited to, the following:

(a) claims based on a failure by Settling Respondent to meet a requirement of this Agreement, including but not limited to, Section IV (Payment), Section V (Access/Notice to Successors in Interest), Section VI (Due Care/Cooperation), and Section XIV (Payment of Costs);

(b) any liability resulting from future releases of hazardous substances, pollutants or contaminants, at or from the Distribution Center Property caused or contributed to by Settling Respondent, its successors, assignees, lessees or sublessees;

(c) any liability resulting from exacerbation by Settling Respondent, its successors, assignees, lessees or sublessees, of Existing Contamination;

(d) any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Distribution Center Property after the effective date of this Agreement, not within the definition of Existing Contamination;

(e) criminal liability;

(f) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA; and

(g) liability for violations of local, State or federal law or regulations.

19. With respect to any claim or cause of action asserted by the United States, the Settling Respondent shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

20. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, other than the release and waiver of the Section 107(r) lien in Section XX, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

21. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Distribution Center Property or to seek to compel parties other than the Settling Respondent to perform or pay for response actions at the Distribution Center Property. Except as set forth in Section VIII, nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under federal law. Settling Respondent acknowledges that it is purchasing Distribution Center Property where response actions may be required.

X. SETTLING RESPONDENT'S COVENANT NOT TO SUE

22. In consideration of the United States' Covenant Not To Sue in Section VIII of this Agreement, the Settling Respondent hereby covenants not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Distribution Center Property or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, and 9613, or any other provision

of law, any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Distribution Center Property, or any claims arising out of response activities at the Distribution Center Property, including claims based on EPA's oversight of such activities or approval of plans for such activities.

23. The Settling Respondent reserves, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval of the Settling Respondent's plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XI. PARTIES BOUND/TRANSFER OF COVENANT

24. This Agreement shall apply to and be binding upon the United States, and shall apply to and be binding upon the Settling Respondent, its officers, directors, and employees. The United States' Covenant Not to Sue in Section VIII and Contribution Protection in Section XVIII shall apply to Settling Respondent's officers, directors, or employees, to the extent that the alleged liability of the officer, director, or employee is based on its status and in its capacity as an officer, director, or employee of Settling Respondent, and not to the extent that the alleged liability arose independently of the alleged liability of the Settling Respondent. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

25. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondent under this Agreement may be assigned or transferred to any person with the prior written consent of EPA in its sole discretion.

26. The Settling Respondent agrees to pay the reasonable costs incurred by EPA to review any subsequent requests for consent to assign or transfer the benefits conferred by this Agreement.

27. In the event of an assignment or transfer of the Distribution Center Property or an assignment or transfer of an interest in the Distribution Center Property, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Distribution Center Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to the certification requirement in Section VII of this Agreement in order for the Covenant Not to Sue in Section VIII to be available to that party. The Covenant Not To Sue in Section VIII shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA.

XII. DISCLAIMER

28. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Distribution Center Property nor constitutes any representation by EPA that the Distribution Center Property is fit for any particular purpose.

XIII. DOCUMENT RETENTION

29. The Settling Respondent agrees to retain and make available to EPA all records, contracts, studies and investigations, and documents relating to assessment or remedial activities at the Distribution Center Property, for at least three years, following the effective date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of three years, the Settling Respondent shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA.

XIV. PAYMENT OF COSTS

30. If the Settling Respondent fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section IV (Payment) of this Agreement, it shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Respondent.

As to the United States EPA:
Thanne Cox
United States EPA Region 9
Office of Regional Counsel
Mail Code ORC-3
75 Hawthorne Street
San Francisco, California 94105

As to the United States DOJ:
Chief, Environmental Enforcement Section
Re: DOJ No. 90-11-3-08108/1
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611

As to Settling Respondent:
Mr. James J. Theusch
Target Corporation
1000 Nicollet Mall
TPN-12
Minneapolis, MN 55403

XVI. EFFECTIVE DATE

32. Settling Respondent may take possession or control of the Property, at its own risk, before EPA completes its review of the public comments pursuant to paragraph 42 of this Agreement, and/or before the Superfund Division Director and the Assistant Attorney General consent to and execute this Agreement. If the Regional Administrator and the Assistant Attorney General execute this Agreement and EPA does not withdraw or modify its consent to this Agreement after reviewing public comments, then the effective date of this Agreement shall be the date upon which Settling Respondent took possession or control of the Property. If the Regional Administrator or the Assistant Attorney General does not execute this Agreement, or if EPA withdraws or modifies its consent to this Agreement after reviewing public comments, then there is no Agreement and no effective date.

XVII. TERMINATION

33. If any Party believes that any or all of the obligations under Section V (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

XVIII. CONTRIBUTION PROTECTION

34. With regard to claims for contribution against Settling Respondent, the Parties hereto agree that the Settling Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Agreement. The matters addressed in this Agreement are all response actions taken or to be taken and response costs incurred or to be incurred by the United States or any other person for the Distribution Center Property with respect to the Existing Contamination.

35. The Settling Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

36. The Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement it will notify in writing the United States within 10 days of service of the complaint on it.

XIX. EXHIBITS

37. Exhibit 1 shall mean the description of the Denova Environmental Site which is the subject of this Agreement.

38. Exhibit 2 shall mean the description of the Target Property which is the subject of this Agreement.

39. Exhibit 3 shall be a map of the Distribution Center Property.

XX. RELEASE AND WAIVER OF SECTION 107(r) LIEN

40. Subject to the Reservation of Rights in Section IX, upon payment of the amount specified in Section IV (Payment), EPA agrees to release and waive any lien it may have on the Distribution Center Property now and in the future under Section 107(r) of CERCLA, 42 U.S.C. § 9607(r), for costs incurred or to be incurred by EPA in responding to the release or threat of release of hazardous substances that were disposed of at the Distribution Center Property before Settling Respondent acquired ownership of the Distribution Center Property.

41. Within 30 days after EPA issues written notice to the Settling Respondent that EPA has fully executed the Agreement after review of and response to any public comments received, Settling Respondent shall submit to EPA for review and approval a notice to be filed with the Recorder's Office San Bernardino County, in the State of California, which shall provide notice to all successors-in-title that EPA has released and waived its Section 107(r) lien on the Distribution Center Property in this Agreement, that the Denova Site is part of the Distribution Center Property, and that the Rialto Colton Groundwater Plume exists near the Distribution Center Property. Such notice(s) shall identify the Federal Register publication within which the EPA notified the public of this Agreement. It shall also identify the administrative docket number and the date the Agreement was finalized by the EPA. The Settling Respondent shall record the notice(s) within 30 days of EPA's approval of the notice(s). The Settling Respondent shall provide EPA with a certified copy of the recorded notice(s) within 30 days of recording such notice(s).

XXI. PUBLIC COMMENT

42. This Agreement shall be subject to a thirty-day public comment period, after which EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:



Keith Takata
Superfund Division Director
Region 9



Date

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY:

Tom Sansonetti

5.12.04

Thomas L. Sansonetti

Date

Assistant Attorney General

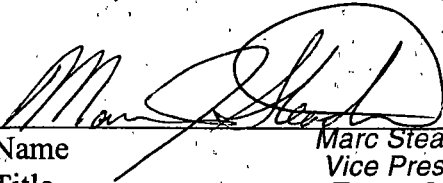
Environment and Natural Resources Division

U.S. Department of Justice

IT IS SO AGREED:

TARGET CORPORATION

BY:


Name Marc Steadman Date 1/26/04
Title Vice President
Target Corporation Target Stores



U.S. Department of Justice

Environment and Natural Resources Division

90-11-3-08108 /1

Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611

Telephone (202) 616-8756
Facsimile (202) 514-2583

June 1, 2004

Via Federal Express # 841361060394

Elizabeth "Thanne" Cox
U.S. Environmental Protection Agency, Region IX
ORC-3
75 Hawthorne Street
San Francisco, California 94105-3901

Re: CERCLA Section 122(h) Administrative Agreement for Recovery of Past
Response Costs, CERCLA Docket no. 2004-0011, regarding the Denova
Superfund Site, and
Agreement and Covenant Not to Sue Target Corporation, CERCLA Docket
no. 2004-0010

Dear Thanne:

Enclosed is (1) the original DOJ-signed concurrence letter for the CERCLA Section 122(h) Agreement, CERCLA Docket no. 2004-0011, along with the Agreement (without appendices) and (2) the Agreement and Covenant Not to Sue Target Corporation, with the original DOJ signature page, CERCLA Docket no. 2004-0010 (without exhibits). Please provide to Keith Takata. Also, please let me know when the Federal Register notices are published.

Thank you.

Sincerely,

Valerie K. Mann
Trial Attorney
Environmental Enforcement Section

Enc.